

# **EXHIBIT 2**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

WESTERN DISTRICT OF LOUISIANA

*Larry W. Ashworth v. Kerr McGee Chemical Corp., et al.,*  
Case No. 22C2:20-CV-00053-JDC (W.D. La.)

**If you** are a non-owner resident, homeowner, landowner, or historically worked or lived within the geographical boundaries depicted in Exhibit 5 to the [Proposed] Amended Petition for Damages and Injunctive Relief and for Class Action Relief for all Similarly Situated Persons in this litigation, **this proposed class action settlement may affect your rights.**

*A court authorized this Notice. This is not a solicitation by a lawyer.*

**TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.**

- A proposed settlement (“the Settlement”) has been reached between Plaintiff Larry W. Ashworth (“Ashworth” or “Plaintiff”), on behalf of himself and all Settlement Class Members, and Defendants Occidental Petroleum Corporation (“Occidental”) and Anadarko Petroleum Corporation (“Anadarko”) (collectively, the “Settling Defendants”) in the class action lawsuit entitled *Larry W. Ashworth v. Kerr McGee Chemical Corp., et al.*, Case No. 22C2:20-CV-00053-JDC, pending in the United States District Court for the Western District of Louisiana (the “Action”). Settling Defendants deny all of the claims. The Settlement does not establish who is correct and is not an admission of fault, but rather is a compromise to end the dispute between and among the settling parties but specifically reserves rights against other named Defendants in the litigation that Class Counsel feel they have both live witnesses and documents to pursue Class Claims. Class Counsel does NOT have such evidence against the Settling Defendants.
- **CLASS COUNSEL STRONGLY RECOMENDS THIS SETTLEMENT BECAUSE:**

- 1: All settlement funds will belong to the Settlement Class**
- 2: NO ATTORNEY FEES will be taken from this settlement**
- 3: There IS A STRONG FACTUAL BASIS to show that other named defendant(s) substantially caused the extensive contamination within the proposed class area.**
- 4: 100% of the settlement funds will be used on your behalf to pay “hard costs” such as experts, court reporters, investigators and other typical hard costs that you will incur in this litigation to try and hold the right defendant(s) accountable for any harm you have incurred.**

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement by accessing the Court’s docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.gov>. You may also contact the Notice Administrator or Class Counsel. **PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**

A hearing regarding final approval of the proposed Settlement will be held before the Honorable James D. Cain, Jr. AT A TIME AND PLACE AS HE SO ORDERS. As a Settlement Class Member, you will be bound by the Settlement Agreement terms, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>DO NOTHING</b>	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against Occidental and Anadarko for the Released Claims asserted in the Action as explained more fully below.
<b>OPT OUT OF THE SETTLEMENT CLASS</b>	You have the option to exclude yourself from this Settlement, in which case you will retain any right to pursue separate legal action against Occidental and Anadarko about the claims in the Action (in court or in arbitration, as applicable). If you want to exclude yourself, you must do so by submitting a <i>written</i> Opt-Out Request by the Opt-Out Deadline set forth below.
<b>OBJECT</b>	To object to the Settlement, you must do so in writing, by filing a Notice of Objection with the Clerk of Court or mailing a Notice of Objection to the Notice Administrator explaining why you don't like the Settlement. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an Opt-Out Request if you wish to object.

### **BASIC INFORMATION**

#### ***Who is affected by this proposed Settlement?***

The Court has conditionally certified, for settlement purposes only, the following class (the "Settlement Class"):

All non-owner residents, homeowners, and landowners within the geographical boundaries depicted in Exhibit 5 to the [Proposed] Amended Petition for Damages and Injunctive Relief and for Class Action Relief for all Similarly Situated Persons (*i.e.*, non-owner residents, homeowners, and landowners within the flood plain and subsurface sand and aquifer, between the original sites of contamination and Ashworth's property) and/or other individuals who might assert a claim for personal injury, property damages, economic damages, and/or injunctive relief based on alleged surface runoff or contaminated groundwater alleged to emanate from the American Creosote Superfund Site and/or the International Paper DeRidder Creosote Site, including those referenced in ¶¶ 42-51 of the [Proposed] Amended Petition for Damages and Injunctive Relief and for Class Action Relief for all Similarly Situated Persons, which includes people who historically lived or worked in the proposed class area. See ECF No. 77 ¶¶ 42-51; ECF No. 78-5; *see also* ECF No. 67-8.

If you fit within the description above, you are part of the "Settlement Class".

#### ***What is this case about?***

In the Action, Plaintiff Larry W. Ashworth alleges, on behalf of himself and the Settlement Class, that defendants (1) improperly stored and/or handled toxic waste and were negligent in their handling of surface runoff or contaminated groundwater from the American Creosote Superfund Site and/or the International Paper DeRidder Creosote Site, and (2) during a certain time period are liable to the Class for punitive damages. Plaintiff seeks actual damages, punitive damages, injunctive relief, and statutory penalties.

Occidental and Anadarko deny all liability and are confident they have strong legal and factual defenses to these claims and Class Counsel believe the evidence Class Counsel has put together against other defendants, including live testimony and documents, shows with certainty that at least one other defendant caused or was a substantial contributing factor to both air, surface water, and groundwater pollution. Occidental and Anadarko contend that their conduct is and has been lawful at all times relevant and that Plaintiff's claims against Occidental and Anadarko do not have merit and do not meet the requirements for class certification. However, Occidental and Anadarko recognize the risks, distractions, and costs associated with litigation.

This Settlement is a compromise reached after good faith, arm's-length negotiations between Plaintiff, Occidental and Anadarko (the "Settling Parties"), through their attorneys, and is not an admission of liability on the part of Occidental and Anadarko. Both sides agree that, in light of the risks and expenses associated with continued litigation against Settling Defendants, this Settlement is fair, adequate, and reasonable, and helps the affected Plaintiffs pursue their claims against at least one defendant they have evidence of causing or significantly contributing to the problematic contamination. Plaintiff also believes this Settlement is in the best interest of all Settlement Class Members.

The Court has not ruled on the merits of Plaintiff's claims or Occidental and Anadarko's defenses.

***Who are the attorneys representing the Parties?***

The Court has granted preliminary approval of the Settlement and has appointed the lawyers bringing the Class Action to serve as "Class Counsel" to represent all Settlement Class Members affected by the Settlement. The attorneys representing the Settlement Class Members are:

Perry R. Sanders, Jr.  
THE SANDERS LAW FIRM  
31 N. Tejon, Suite 400  
**Colorado Springs**, CO 80903  
400 Broad Street  
**Lake Charles**, LA 70601 (Temporarily closed  
due to hurricanes)  
perry@perrysanders.com  
Tel. 719.630.1556  
Fax 719.630.7004

David L. Wallace  
518 North Pine Street  
Post Office Box 489  
DeRidder, LA 70634  
wnblawoffice@bellsouth.net  
Tel. 337.462.0473  
Fax 337.202.4070

Andrew K. Glenn  
Glenn Agre Bergman & Fuentes LLP  
1185 Avenue of the Americas, 22nd Floor  
New York, NY 10001  
aglenn@glennagre.com  
Tel. 212 970-1600

***What are the Settlement terms?***

Subject to final Court approval, Occidental and Anadarko will pay into the attorney escrow account of Class Counsel \$3,500,000.00 (the "Settlement Amount"), to be used on behalf of Plaintiff, other clients of Class Counsel who are currently part of the proposed Settlement Class, and Settlement Class Members for hard costs ranging from copying costs, travel expenses, deposition costs, expert and consulting fees, gathering medical records, and other litigation costs, that are the clients' ultimate responsibility to pay, associated with this Action to date and going forward. Plaintiff will continue to prosecute claims against the non-settling defendants in the Action, both on his own behalf, and on behalf of putative class members in the Action whether as Class claims or individual claims as circumstances may dictate. But 100% of the Settlement money will be used to advance the causes of action against remaining Defendants and Class Counsel will take ZERO fees from the settlement amount.

**Payments to Settlement Class Members.** In the event that settlement funds remain in the attorney escrow account after the Action has been resolved, that money will be distributed to Settlement Class Members by Class Counsel in a manner approved by the Court at a later date. There will be no money going back to Occidental and Anadarko of any sums remaining in the attorney escrow account after the Action has been resolved. In other words, no matter what happens, Occidental and Anadarko will not get any money back and Class Counsel will not take any fee from the Settlement Funds. All funds will go directly to the benefit of the putative (proposed) members of the Settlement Class either in the form of paying costs they are responsible for anyway, or in the form of a distribution if funds are left over at the end of litigation.

**Class Counsel Attorneys' Fees and Costs, Class Representative Service Enhancements, and Settlement Administration Costs.** In addition to the Settlement Amount, Occidental and Anadarko will pay the reasonable costs to ensure proper due process is given to the Settlement Class. None of the Settlement Amount shall be used for attorneys' fees, and no attorney fee shall be taken out of the Settlement Amount by Class Counsel.

***What claims are being released by the proposed Settlement?***

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by the Settlement, Plaintiff and all Participating Class Members release Defendants Occidental and Anadarko, and each of their parents, subsidiaries, affiliates, and investors that the Settlement Class has alleged or might allege is a successor to Shreveport Creosoting Company, American Creosoting Company, and/or American Creosoting Corporation, the predecessors and successors thereof, and each officer, director, insurer, employee, agent, principal, investor, and attorney of each released corporation or entity, from any and all claims, actions, causes of action, offsets and liabilities, whether known or unknown, suspected or unsuspected, contingent or matured, which Plaintiff or any Class Member has had, now has or may in the future have arising out of or connected in any way with the alleged surface runoff or contaminated groundwater from the American Creosote Superfund Site and/or the International Paper DeRidder Creosote Site, which is the subject of the Action.

***What are my options in this matter?***

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class; or (B) exclude yourself from the Settlement. If you choose option (A), remaining in the Settlement Class, you may DO NOTHING AND REAP THE BENEFITS OF THE SETTLEMENT CLASS or object to the Settlement, as explained below.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any judgment that will be entered in the Action, including the release of the Released Claims as described above.

**OPTION A. Remain in the Class.** If you wish to remain in the Settlement Class, **you do not need to take any action.** By remaining in the Settlement Class, you consent to the release of the Released Claims described above and will receive the full benefit of the Settlement Funds to prosecute your claims against any remaining defendants.

**Objecting to the Settlement:** If you believe the proposed Settlement is not fair, reasonable, or adequate, you may object to it by submitting a timely written notice of your objection. If you submit a written objection, the Notice of Objection must be filed with the Clerk of Court or mailed to the Notice Administrator at Marshall J. Simien, Jr., Simien Law Firm, 2131-A Fitzenreiter Road, Lake Charles, Louisiana 70601, postmarked ***no later than*** 30 days after mailing of Class Notice. In each case, the Objection must be served concurrently therewith upon Class Counsel and Defense Counsel, Duke K. McCall, III, Morgan, Lewis & Bockius LLP, 1111 Pennsylvania Ave., NW, Washington, DC 20004-2541.

If you choose to file a written Notice of Objection it must include: (i) your full name, address, telephone number, and e-mail address (if any); (ii) information identifying you as a Settlement Class Member; (iii) a written statement of all grounds for the objection, accompanied by any legal, factual and evidentiary support for the objection you believe applicable; (iv) the identity of all counsel representing you (if any), including any former

or current counsel who may be entitled to compensation for any reason related to the objection; (v) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; (vi) a statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; (vii) your signature and the signature of your duly authorized attorney or other duly authorized representative; (viii) a list, by case name, court, and docket number, of all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement within the last 3 years; (ix) a list, by case name, court, and docket number, of all other cases in which your counsel (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last 3 years; and (x) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between you or your counsel and any other person or entity. ***Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of the Released Claims set forth above, unless the Court does not grant Final Approval of the Settlement.***

**OPTION B. Request to Opt Out of the Settlement.** If you do not want to be part of the Settlement, you must submit a written “Opt-Out Request” to the Notice Administrator at Marshall J. Simien, Jr., Simien Law Firm, 2131-A Fitzenreiter Road, Lake Charles, Louisiana 70601. In order to be valid, your Opt-Out Request must include (i) the case name; (ii) your name and address; (iii) a statement that you want to be excluded from the Settlement Class; and (iv) your signature.

Your Opt-Out Request must then be ***signed by you*** and ***postmarked no later than*** 45 days after mailing of Class Notice. If you do not submit a signed Opt-Out Request on time (as evidenced by the postmark), your Opt-Out Request will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement.

#### ***What is the next step in the approval of the Settlement?***

The Court will hold the Final Approval Hearing to decide whether the Settlement is fair, reasonable, and adequate on [insert date], at [insert time], in Courtroom [insert courtroom] of the United States District Court for the Western District of Louisiana, 611 Broad St., Lake Charles, LA 70601. The Final Approval Hearing may be continued without further notice. You need not attend the Final Approval Hearing to be included in the Settlement.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a judgment will be made a public record of the Court.

It is your responsibility to maintain your current address with the Notice Administrator, Marshall Simien, Jr. If you move, you should send a letter updating your address to Simien Law Firm, 2131-A Fitzenreiter Road, Lake Charles, Louisiana 70601, Fax: (337) 497-0203, Email: Marshall@Simienlaw.com.

#### ***How can I get additional information?***

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Complaint and the Settlement Agreement and Release, which are publicly available online by accessing the Court’s docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://pacer.gov>. You may also request a copy of the Settlement Agreement from Notice Administrator.